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**CONTRACT**

**between**

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES**

**and**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC and Its LOCAL 1082  
(Non-Supervisory Unit)**

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**JULY 1, 1988 through JUNE 30, 1991**

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## TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	
ARTICLE I UNION RECOGNITION	1
ARTICLE II CONTRACT PERIOD	5
ARTICLE III HOURS OF WORK	6
ARTICLE IV HOLIDAYS AND LEAVES	8
ARTICLE V MEDICAL INSURANCE	13
ARTICLE VI COMPENSATION	16
ARTICLE VII HIRING, PROMOTIONAL, LAY-OFF AND REHIRE	17
ARTICLE VIII FACILITIES AND EQUIPMENT	21
ARTICLE IX CHILD CARE STUDY TEAM	22
ARTICLE X PERSONNEL PRACTICES	23
ARTICLE XI TRANSPORTATION AND REIMBURSEMENT	25
ARTICLE XII GRIEVANCES	26
ARTICLE XIII UNION RIGHTS	32
ARTICLE XIV FAIR PRACTICES	35
ARTICLE XV EDUCATION AND TRAINING	36
ARTICLE XVI JURY PAY	38
ARTICLE XVII LONGEVITY	39
ARTICLE XVIII SALARIES	40
ARTICLE XIX EFFECTIVE LAWS	44
ARTICLE XX MANAGEMENT RIGHTS	45
ARTICLE XXI HEALTH AND SAFETY COMMITTEE	46
ARTICLE XXII RESPONSIBLE RELATIONS	48
ARTICLE XXIII EXECUTION	49
APPENDIX A CLASSIFICATION AND COMPENSATION SCHEDULES TITLES AND SALARY RANGES	
APPENDIX B HEALTH AND SAFETY	



**PREAMBLE**

This Agreement is entered into by the MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as the "Board") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC and its LOCAL 1082 (hereinafter referred to as the "Union").



## ARTICLE I

### UNION RECOGNITION

- A. The Board agrees to recognize the Communications Workers of America AFL-CIO, and its Local 1082 as the sole and exclusive bargaining representative of employees in the following job titles:

Account Clerk  
Account Clerk (Typing)  
Building Maintenance Worker  
Building Service Worker  
Child Support Specialist  
Child Support Specialist, Bilingual Spanish/English  
Child Support Worker  
Child Support Worker, Bilingual  
Clerk  
Clerk-Bookkeeper  
Clerk-Stenographer  
Clerk-Transcriber  
Clerk-Typist  
Clerk-Typist, Bilingual Spanish/English  
Data Entry Machine Operator  
Employment Specialist  
Health Aide  
Home Service Aide  
Income Maintenance Aide  
Income Maintenance Specialist  
Income Maintenance Specialist, Bilingual Spanish/English  
Income Maintenance Technician  
Income Maintenance Technician, Bilingual Spanish/English  
Income Maintenance Worker  
Income Maintenance Worker, Bilingual Spanish/English  
Interpreter, Bilingual Spanish/English  
Investigator, CWA  
Messenger  
Office Appliance Operator  
Personnel Aide  
Principal Account Clerk  
Principal Account Clerk-Typing  
Principal Clerk  
Principal Clerk-Bookkeeper  
Principal Clerk-Stenographer  
Principal Clerk-Typist  
Principal Data Entry Machine Operator

Principal Home Service Aide  
 Principal Office Appliance Operator  
 Receptionist (Typist)  
 Receptionist and Interpreter, Spanish/English  
 Rent and Housing Coordinator, Welfare  
 Secretarial Assistant, Typing  
 Senior Account Clerk  
 Senior Account Clerk-Typing  
 Senior Building Maintenance Worker  
 Senior Building Service Worker  
 Senior Clerk  
 Senior Clerk-Bookkeeper  
 Senior Clerk-Stenographer  
 Senior Clerk-Transcriber  
 Senior Clerk-Typist  
 Senior Data Entry Machine Operator  
 Senior Home Service Aide  
 Senior Key Punch Machine Operator  
 Senior Office Appliance Operator  
 Senior Receptionist  
 Senior Rent and Housing Coordinator  
 Senior Stock Clerk  
 Senior Telephone Operator  
 Senior Terminal Operator  
 Social Service Aide  
 Social Service Technician  
 Social Worker  
 Social Worker, Bilingual Spanish/English  
 Social Work Specialist  
 Stock Clerk  
 Telephone Operator  
 Telephone Operator/Receptionist  
 Terminal Operator  
 Training Technician

**B. The following titles shall be excluded from the bargaining unit:**

Accountant  
 Administrative Analyst, Welfare  
 Administrative Secretary, CWA  
 Administrative Supervisor of Income Maintenance  
 Administrative Supervisor of Social Work  
 Assistant Administrative Supervisor of Income Maintenance  
 Assistant Administrative Supervisor of Social Work  
 Assistant Chief Investigator, CWA  
 Assistant Payroll Supervisor  
 Assistant Training Supervisor  
 Building Service Supervisor  
 Chief of Administrative Services  
 Chief Clerk  
 Chief Investigator, CWA



Child Support Coordinator  
 Child Support Supervisor  
 Consultant on Aging  
 Coordinator of Volunteers  
 Data Processing Coordinator  
 Deputy Director, Welfare  
 Director of Welfare  
 Field Office Supervisor  
 Fiscal Officer  
 Homemaker Service Supervisor/Senior Community Planner  
 Income Maintenance Supervisor  
 Management Specialist  
 Payroll Supervisor  
 Personnel Officer  
 Principal Clerk-Stenographer to the Personnel Officer  
 Program Coordinator, Family Day Care  
 Public Information Officer  
 Secretarial Assistant to the Director/Deputy Director  
 Security Guard  
 Senior Accountant  
 Senior Investigator, CWA  
 Senior Investigator, Internal Security  
 Senior Personnel Technician  
 Senior Security Guard  
 Senior Training Technician  
 Social Work Supervisor  
 Supervising Administrative Analyst  
 Supervising Clerk  
 Supervising Clerk-Bookkeeper  
 Supervising Receptionist  
 Supervising Telephone Operator  
 Supervising Terminal Operator  
 Supervisor of Accounts  
 Supervisor of Data Entry Machine Operations  
 Supervisor of Property and Resources  
 Training Supervisor, CWA

- C. Any new title authorized for use by the Board will be negotiated for inclusion or exclusion from the bargaining unit. If the parties are unable to agree on the inclusion or exclusion of a title, the Union will pursue statutory procedures under the New Jersey Public Employment Relations Act.
- D. Workers receiving out-of-title pay to perform duties of a position excluded from the bargaining unit shall continue to be represented by the Union and entitled to all due benefits thereof. Workers temporarily or provisionally assigned to a title excluded

from the bargaining unit, reported on a DPF-66 form to the State Department of Personnel, shall not continue to be represented by the Union. The Union will be notified of those workers excluded from their bargaining unit under this Article at the time of appointment.

ARTICLE II  
CONTRACT PERIOD

- A. This Agreement shall be effective from July 1, 1988 through June 30, 1991.
- B. By this Agreement, this Contract and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this contract.
- C. Should the State of New Jersey and/or the County of Middlesex adopt or allow for an increase or improvement in the following items prior to the termination of this Agreement, the Board agrees to reopen negotiations on such increase or improvement within twenty (20) days of receipt of written request for negotiations from the Union. If both parties agree to such increase or improvement, it shall be submitted for review and subject to approval by the Middlesex County Board of Chosen Freeholders.
  - a. Medical Insurance
  - b. Longevity
  - c. Sick Leave
  - d. Employees' Child Care (subject to the Board opening a child care facility).
  - e. Arbitrability of unresolved grievances involving appointment, promotion or assignment or matters within the exclusive province of the State Department of Personnel.

ARTICLE III  
HOURS OF WORK

- A. 1. All full-time employees, except Building Maintenance staff, covered by this Contract shall adhere to a flex-time schedule as delineated below. Each schedule includes a 45 minute lunch and one (1) 15 minute break during each half day of work. The flex-time schedules are:
- 8:00 a.m. - 3:45 p.m.
- 8:30 a.m. - 4:15 p.m.
2. Supervisors will assure unit coverage from 8:30 a.m. to 4:15 p.m. with the following exceptions:
- a. Supervisors in DCU Screening and Data Entry units will assure coverage until 4:45 p.m.
- b. Supervisor of the Receptionists and Telephone Operators will assure front desk coverage from 8:00 a.m. to 4:30 p.m., switchboard coverage from 8:30 a.m. to 4:15 p.m.
- B. 1. Building Maintenance staff will work from 12:00 noon to 7:30 p.m., with 30 minutes for dinner and one (1) 15 minute break during each half day of work. Building Maintenance staff may combine one (1) break with dinner with the Supervisor's approval.
2. The part-time Building Service Worker in Perth Amboy will work from 8:00 a.m. to 12:00 noon.
- C. A joint Management/Union Committee comprised of the Director, Deputy Director, Personnel Officer and three (3) Union representatives shall work together to mutually resolve any problems and explore alternative flex-time programs.
- D. The Board reserves the right to change individual flex-time schedules in order to cover the following special circumstances: for attendance at training seminars and conferences.

In such situations the Board will notify the employee as much in advance as possible. Upon completion of the seminar/conference, the employee shall return to his/her regular flex schedule.

- E. All employees shall punch in and out on the time clocks using the same standards, practices and procedures.
- F. Any employee called back to work after the conclusion of his/her normal work shift shall be entitled to a minimum of four (4) hours of compensation, portal-to-portal, at a rate of pay of time and one-half. The four (4) hours must be non-contiguous with either the start or finish of the work day.

ARTICLE IV  
HOLIDAYS AND LEAVES

A. Each employee covered by this Agreement shall be allowed four (4) days per annum for religious observances or for personal business. Personal days must be pro-rated for employees in the first year of service according to time earned, i.e., employee earns one-half (1/2) day every one and one-half (1 1/2) months, with a maximum of four (4) personal days per calendar year. These days are not to be deducted from vacation days or sick days allowed to all employees. These days, if unused, shall not be carried over into the following calendar year.

B. 1. Full time employees will be granted vacation leave as follows:

One (1) working day for each month of service, or major fraction thereof, during the remainder of the calendar year following date of appointment.

After one (1) year of service through five (5) years of service, twelve (12) working days per year.

After five (5) years of service through nine (9) years of service, fifteen (15) working days per year.

After nine (9) years of service through twelve (12) years of service, sixteen (16) working days per year.

After twelve (12) years of service through fifteen (15) years of service, twenty (20) working days per year.

After fifteen (15) years of service through twenty (20) years of service, twenty-one (21) working days per year.

After twenty (20) years of service, twenty-five (25) working days per year.

Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the Board of Social Services or other county office of the same county, provided there is no break in service of more than one (1) week. Any increase in vacation days based on years of continuous county service will be credited at the beginning of the calendar year in which the employee attains

it with the anticipation that his/her employment will be continuous throughout the calendar year.

2. Part-time employees will earn vacation leave on a pro-rated basis in accordance with B.1.
  3. Seasonal employees will be granted vacation leave on the basis stated in B.1.
  4. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.
  5. Accumulation of Vacation - Where, in any calendar year, the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and may be carried over into the next succeeding calendar year only.
  6. Vacation for Veterans - A returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided that latter can be taken during the year of return.
  7. Deceased Employees - Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in paragraph 5 above, based on the last approved compensation rate for the deceased employee.
- C. Sick leave shall be accrued at the rate of one (1) day per month or major fraction thereof during the remainder of the first calendar year of employment and 1 1/4 days per month thereafter. Sick days may be accumulated indefinitely. Sick leave shall be granted in accordance with the following definition: Sick leave means the absence of an employee from duty because of:

1. Illness, injury, pregnancy disability or exposure to contagious disease;
2. Necessary attendance upon a member of the immediate family, including a person living in the household in a spousal relationship, or other relatives living in the employee's household who is seriously ill;
3. The death of any of those persons listed in paragraph 2 above.

A physician's certificate may be required whenever an employee is on sick leave for five (5) or more consecutive working days.

- D. All employees who retire from P.E.R.S. after January 1, 1977 shall be entitled to receive a lump sum payment for unused accumulated sick leave earned during continuous, unbroken service since the most recent date of hire. This shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed \$15,000. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.
- E. Leaves of absence with or without pay may be granted according to State Department of Personnel rules and further clarified by agency procedure and shall not be unreasonably withheld.
- F. The Board shall grant up to six (6) months unpaid parental leave on the birth of a child, on serious illness of a child, with documentation (on a case-by-case basis), and up to six (6) months unpaid parental leave prior to the adoption of a child under six (6) years of age.
- G. Every employee covered by this Agreement shall receive up to five (5) days bereavement leave in the event of the death of that employee's spouse, child, parent, brother, sister, step-child in home or step-parent in home, or person living in a spousal relationship



with the employee; up to three (3) days bereavement leave for grandparent, grandchild, and step-child not in the home; up to two (2) days bereavement leave for son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, relative who resides in the home of the employee. The time during which this bereavement leave will be allowed shall be at the discretion of the employee within ten (10) days of the date of death.

H. It is the policy of the Board that, with respect to employees on vacation, sick leave or authorized leaves of absence of more than five (5) continuous days duration, work assignments will be made with due consideration for such absence and will be distributed as equitably as possible.

I. 1. The following holidays will be observed:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

2. Whenever any above holiday falls on a Sunday, the following day is granted. Whenever such holiday falls on Saturday, it shall be granted on the preceding Friday. Additional holidays as established from time to time by gubernatorial proclamation, by appropriate authority, by rule, proclamation or order in a given locality, may be granted for employees.

3. In the event the Board of Chosen Freeholders of Middlesex County should declare December 26, 1986 as a holiday for county employees, it shall be considered a holiday for employees of the Board.

4. If a holiday, as indicated above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.
- J. The Board agrees to provide employees with quarterly statements indicating the balance of their unused sick, vacation and personal days.
- K. Each use of benefit time shall be for a minimum of 30 minutes. Any benefit time taken in excess of 30 minutes is to be used in 15 minute intervals.

**ARTICLE V**  
**MEDICAL INSURANCE**

- A. 1. The Board and the Union agree on the current practice by which each individual employee is covered by health insurance through the New Jersey State Health Benefits Plan, which includes the options of Blue Cross/Blue Shield, Major Medical and Rider J, or by a health maintenance organization available through New Jersey State Health Benefits, if geographically appropriate as determined by the employee's residence.
2. Employees' eligible dependents who are enrolled in the above health insurance program will be covered, and the premiums will be paid by the Board up to the cost of such coverage under Blue Cross/Blue Shield, Major Medical and Rider J option of the New Jersey State Health Benefits Plan.
- B. The Board and the Union agree on the current practice by which each employee is covered by dental insurance through the Middlesex County Employees Group Dental Insurance Program, or a similar plan of equal benefit. The plan includes two options, one administered by the Great West Life Assurance Company and the other by Unity Dental. The schedule of payments shall be that which is adopted by the Middlesex County Board of Chosen Freeholders for the above mentioned contract period. Dependent coverage premiums will be shared by the Board and the employees. The per-pay premium deductions are as follows:

<u>Coverage</u>	<u>Great West</u>	<u>Unity Dental</u>
Single	\$ 0	\$ 2.35
Modified Family	3.46	9.12
Family	15.00	16.84

in the event there is any proposed change in this plan by the County of Middlesex before the expiration of this Agreement, the parties agree to immediately reopen negotiations regarding same.

- C. The Board and the Union agree on current practice by which each individual employee and eligible dependents are covered by a drug prescription program, known as National Prescription Administrators insured by Capitol Marketing Agency, Inc., or a similar plan with a \$1.25 deductible.
- D. The Board and the Union agree on current practice by which employees who retire and who have completed 25 years of service credit in the Public Employees Retirement System will have hospitalization insurance paid by the Board upon such retirement, according to county policy.
- E. The Board and the Union agree on the implementation of a vision care program for all employees who have completed at least two (2) months of continuous service with the Board. Each covered employee shall be eligible to receive a maximum of \$100 per two-year period as reimbursement for vision care services. The eligible family member's group, composed of spouse and/or dependent children, shall be eligible to receive an aggregate maximum of \$80 per two-year period as reimbursement for vision care services. Coverage will be in accordance with the Vision Care Policy contained in the Agency Personnel Manual.
- F. The Board agrees to provide disability insurance through the New Jersey State Temporary Disability Benefits Program effective January 1, 1981, in accordance with P.L. 1980, Chapter 18, approved March 26, 1980. It is understood that said law requires contributions from the employer and employee.
- G. The Board and the Union agree to mutually solicit sufficient brochures of all insurance benefits for all employees.

- H. The Board and the Union agree on current practice by which employees and appropriate family members are covered by an Employee Assistance Program, known as Priority One, or a similar plan of equal benefit.
- I. 1. The Board will extend to a maximum period of ninety (90) days all medical insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick and vacation leave and who are granted approved sick leave without pay, with the Board paying the cost.
2. In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee may still prepay all medical coverage premiums for the next 270 days of the approved leave of absence following the period of ninety (90) days paid for by the Board, as provided in the paragraph above.

**ARTICLE VI**  
**COMPENSATION**

- A. When there are major additions to the workload which have to be done within time limits, Administration will not expect to have this accomplished within the normal work hours. Therefore, it shall be accomplished on overtime. Overtime will be offered to qualified employees according to seniority and rotated in order to equalize.
- B. Overtime compensation, at the rate of time and one-half, shall be paid by the Board to all employees who work in excess of 35 hours per week. The overtime rate for all hours worked on Sundays and holidays will be double time. Overtime compensation must be authorized by the Director, Deputy Director or his/her designee.
- C. If an employee works outside of his/her classification at the request of the Administration for one (1) or more days per week, he/she shall receive the rate of pay for that classification or the rate of pay for his/her own classification, whichever is higher, for the total number of hours worked outside of his/her classification during that week. All out-of-title work affecting members of this unit shall require prior approval at the level of Administrative Supervisor or above.
- D. Employees who work during periods of reduced staff (skeletal crew) shall earn compensatory time at the rate of time and one-half for all such hours worked. This shall be in addition to their regular pay.

## ARTICLE VII

### HIRING, PROMOTIONAL, LAYOFF AND REHIRE

- A. The Board agrees to hire employees until all necessary positions are filled. All vacancies within the Agency are to be filled by present employees meeting the qualifications of the job vacated, prior to hiring from other sources, insofar as permitted under the rules of the State Department of Personnel. All entry level vacancies resulting from terminations or promotions and all promotional level vacancies must be posted for a minimum of five (5) working days, provided there is no State Department of Personnel certification list which must be disposed of within two (2) or less weeks of the date when the position becomes vacant.
- B. Unless there is a loss of funding or elimination of a program or disciplinary action, persons presently employed by the Board who have permanent status in any title shall be, during the term of this Agreement, retained in such classification or in an equivalent classification carrying an equal salary range.
  - 1. In the event Management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect permanent employees, said employees will be given notice of layoff at least fifty (50) calendar days and, if feasible, sixty (60) calendar days prior to the reduction in force.
  - 2. The Board agrees to discuss any issue regarding layoffs within two (2) weeks of receipt of such request from the Union, with the understanding that Management is not relinquishing any management rights concerning layoffs.
- C. Replacement of employees shall be continuous. Replacement efforts shall begin immediately upon an employee's notification of intent to leave. The Personnel Department will notify the Union immediately upon the Personnel Department's receipt of information

concerning resignations and terminations and, additionally, will either post a notice of all transfers on Agency bulletin boards or, if not posted, will immediately notify the Union of same.

- D. In all cases where vacancies occur on unfilled budget lines in any department, and there is a need to fill the position(s), the Director shall immediately request of the proper authorities that an examination be held for the purpose of filling the vacancy.
- E. Seniority shall be the determining factor in all promotions within the Agency if all other qualifications as outlined in Agency policy are substantially equal. All promotions are subject to rules and regulations of the State Department of Personnel.
- F. If a vacancy occurs which allows the Board to appoint a provisional employee, the Board agrees that former employees will be given priority for rehire, providing there has been satisfactory performance before layoff and the employee continues to meet Agency employment standards and/or requirements. Those persons laid off will be notified of a potential job opening prior to any general advertising. There is a twelve (12) month limit to this preferential consideration. It is the former employee's obligation to notify the Board of any change of address.
- G. In the event Management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect provisional employees, the following procedures shall be observed.
  - 1. The Union shall be notified of the layoff as far in advance as possible.
  - 2. Affected employees shall be given a generalized notice of layoff at least thirty (30) calendar days and, if feasible, sixty (60) calendar days, prior to the reduction in force.
  - 3. Employees serving in the same job classification within a work unit affected who, in the judgment of Management, are on formal corrective action or suspension for disciplinary reasons at the time of layoff; or are lacking with respect to having achieved necessary and/or expected certifications, degrees, or like qualifications;



or are lacking the abilities and/or skills necessary to perform current or future work assignments, shall, at the option of Management, be laid off first. Due consideration shall be given to the concept of affirmative action.

4. Where in the judgment of Management, the elements set forth in Paragraph 3 above do not distinguish employees affected by the reduction in force, such employees serving in the same job classification within the work unit shall be laid off in inverse order of job classification seniority.

- a. For purposes of this Article, an employee shall begin to accrue job classification seniority as of six (6) months subsequent to the effective date of the employee's initial appointment to the particular job classification to which he is assigned. Employees who are appointed to a new job title (due to promotion, for example) subsequent to having served the initial six (6) month period shall begin to accrue job classification seniority three (3) months subsequent to the effective date of the employee's appointment to such new job title, provided that there has been no break in service. An employee's job classification seniority approved prior to layoff shall be continued and again begin to accrue immediately upon the employee's return to full employment status in the same job title in which he had been serving prior to the layoff. Job classification seniority shall continue to accumulate until there is a break in service. Employees on unpaid leave of absence or layoff shall not accrue job classification seniority during the leave or during the period of layoff. Employees who are reinstated due to improper applications of this Article shall not suffer any loss of seniority accrued.

5. Nothing herein shall convey any bumping rights to employees covered by this Article. Failure to comply with any element of this Article shall not result in delaying the effectuation of the layoff, and any errors identified with respect to the application of this procedure shall be corrected on a prospective basis only. Back pay shall not be awarded.

6. The appointing authority shall create and maintain recall lists by title composed of those employees who were laid off. The list shall continue in existence for twelve (12) months following the date of layoff. Employees who are fully qualified and possess the credentials determined necessary for the position, whose performance has been satisfactory and who are capable of performing the assigned work shall be recalled in inverse order of layoff. The appointing authority shall not be required to recall employees who were laid off pursuant to paragraph 3 of this Article. However, such employees may be recalled at the option of the appointing authority when the list of eligible employees is exhausted.
- F. Procedure: The appointing authority shall simultaneously notify by regular mail and certified mail at least three (3) eligible employees of a vacancy in their particular title, and a copy of such notice shall be forwarded to the Union. The most senior employee affirmatively and timely responding to the notice shall fill the position. The employee must respond within two (2) weeks of the receipt of the notice. The letter of recall shall specify the latest date by which the employee may timely contact the appointing authority. Employees who do not respond in a timely manner may be permanently removed from the list. Each employee shall be responsible for keeping the appointing authority advised of his/her current address and phone number. The employee must report to work within a reasonably prompt period of time which, in no case, shall exceed twenty (20) calendar days. Failure to report within the timeframe set forth above may result in forfeiture of the position to which the employee had been recalled and elimination from the recall list.
1. Employees who are recalled retain original date of hire as seniority date for seniority purposes only, not benefit time. This would affect promotion, transfer, parking, but not accumulation of benefit time.

**ARTICLE VIII**  
**FACILITIES AND EQUIPMENT**

- A. The Board agrees to make every reasonable effort to provide employees covered by this Agreement with the supplies, equipment and telephone services adequate to perform their duties and responsibilities, including manuals and field books.
- B. The Board agrees to have on the premises a fully stocked first aid kit from which supplies may be dispensed by a member of the bargaining unit upon notice to, and with the approval of the Director or Deputy Director. The Union shall be entitled to review the contents of this first aid kit at any reasonable time.
- C. The Board agrees to provide first aid emergency training to two (2) employees chosen by the Union, per office, per annum.
- D. The Board agrees to make every reasonable effort to provide an employees' lounge in each office.

**ARTICLE IX**  
**CHILD CARE STUDY TEAM**

- A. Upon signing this Agreement, the Board and the Union shall organize a child care study team. The Board will write to the Middlesex County Board of Chosen Freeholders for the purpose of recommending that a representative of the Union be included in the committee authorized by the County to study child care alternatives for County employees.
- B. In the event that the Union is not included in the County committee, the Board and the Union shall convene the child care study team previously organized to study child care alternatives for Board employees.
- C. This team shall meet after the County committee has submitted its recommendations to the County Freeholders.
- D. This team will then attempt to reach a consensus on a recommendation for the implementation of a child care program.

**ARTICLE X**  
**PERSONNEL PRACTICES**

- A. Each employee covered by this Agreement shall receive a description of the benefits provided under the Retirement System in the form of a booklet published by the State of New Jersey, as available. An annual training session on retirement benefits and changes to same shall be offered to all employees, with the understanding that attendance is voluntary.
- B. Each employee shall have the right to see his/her personnel file once per year upon request to the Director or his/her designee. Employees shall have the right to see their personnel file at other times pertinent to grievances. A representative of the Union may, with the employee's written authorization, accompany said employee while he/she reviews his/her file.
  - 1. The employee shall have the right to respond to any document in his/her personnel file. Such response shall be directed to the Director of the Board and shall be included in the respondent's personnel file.
  - 2. Each employee shall have the right to see and respond to any and all documents before they are placed in his/her personnel file, said documents to be initialed by the employee. Should the employee object to any documents, he/she shall have the right to the presence of a Union representative.
  - 3. Effective with the approval of this Agreement, all warnings and reprimands over fifteen (15) months old and all corrective actions over twenty-four (24) months old, shall be deleted from the Agency's employee personnel file, provided there are no subsequent reprimands, warnings, corrective and/or disciplinary actions in the file. When a corrective action is removed from the file, all references to the corrective action in other documents in the file will also be deleted.

4. The employee shall have a right to one (1) copy of each document in his/her personnel file. Two (2) days advance notice must be given to request copies. Allowance will be made for emergent situations. Employees requesting a second copy of any document in his/her personnel file will be charged ten (\$.10) cents per page for each copy made.
- C. Every employee shall receive a stub with his paycheck itemizing all deductions and year-to-date totals.
- D. Inclement Weather Policy - If the Governor declares state offices, state-wide, to be closed and/or the county declares county offices closed, the Board will be closed.
- E. Effective with the implementation of this Agreement, the Board will provide thirty (30) copies of the Personnel Manual to the Union, as well as one (1) to each unit. Health Benefits Pamphlets will be provided to all employees.
- F. The Board agrees to provide the Union an updated seniority list of all employees covered by this Agreement once in each calendar year.
- G. The Board shall notify the Union President or designee in writing no later than close of business the following workday when:
1. A Summary Report for Disciplinary Action is submitted;
  2. An annual increment is denied;
  3. A formal corrective action is presented;
  4. A worker is sent home for the day;
  5. An administrative-level disciplinary hearing is to be conducted;
  6. When an employee is discharged or suspended.
- H. Employees shall have the right for a Union representative to be present, if the employee so requests, during any meeting at which an employee is being questioned on a matter which may lead to discipline.

## ARTICLE XI

### TRANSPORTATION AND REIMBURSEMENT

- A. Each employee covered by this Contract shall be reimbursed for minor emergency repairs on County vehicles paid for by the employee, as well as any resulting reasonable and necessary transportation costs incurred by the employee in getting either to the office or home, whichever is appropriate.
- B. Employees who are authorized to use their own cars will be compensated at the rate of 20¢/mille.
- C. Each employee who is required to utilize his/her automobile on Board of Social Services business shall receive, in addition to the above-mentioned expenses, an allowance of \$10.00 per month toward the cost of his/her automobile insurance when such insurance is in force. Each such employee shall present to the Board a proper certificate of insurance carried by said employee.
- D. All employees covered by this Agreement shall be eligible for parking benefits on the basis of seniority. The Board shall provide space, within budgetary and allocation limitations, in County-authorized parking facilities.
- E. Upon reasonable notice to Management, Agency allocated parking in the closest proximity to the facility will be provided, if available, to retired employees visiting the Agency on business relating to their past employment provided a temporary permit is requested and issued.

**ARTICLE XII**  
**GRIEVANCES**

**A. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of the Administration. If such discussion involves a matter covered by the definition of a grievance in Section B, the Union shall be advised of the adjustment of the issue.
3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

**B. DEFINITIONS**

1. The term "grievance" shall mean an allegation that there has been:
  - a. A violation, misinterpretation or misapplication of the terms of this Agreement.
  - b. An inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or Orders applicable to the Board of Social Services.
2. The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union.



C. PRESENTATION OF A GRIEVANCE

The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant, a Union representative and a Union recorder.

D. GRIEVANCE PROCEDURE

Step 1

The grievant and his/her Union Shop Steward shall present the employee's written grievance or dispute within fifteen (15) working days of its occurrence to the appropriate Department Head. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The Department Head shall schedule a hearing within ten (10) working days of receipt of the grievance and shall render a decision in writing to the grievant within ten (10) working days of the hearing.

Step 1 may be waived by mutual agreement between the parties.

Step 2

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative who is the Shop Steward or Local Union Officer to the Director or Deputy Director within ten (10) working days of the written response from Step 1. The Director or Deputy Director shall hold a hearing within fifteen (15) working days of the request for the hearing and render a decision within ten (10) working days.

Step 3

If the grievance is not settled through Step 2, the same shall be presented in writing by the employee and the employee's Union representative who is the Shop Steward or Local Union Officer to the Director or Deputy Director within ten (10) working days of the written response from Step 2. Within thirty (30) calendar days of receipt

of the notice from the grievant, a hearing shall be held before a committee chosen by the Board of Social Services consisting of three (3) members of the Board. The committee shall render a written decision on the grievance within ten (10) working days of the close of the hearing.

#### Step 4

- a. If no settlement of the grievance has been reached between the parties, the grievance may be moved to arbitration only by the Union within thirty (30) working days of receipt of a decision from Step 3.
- b. (1) Any unresolved grievance, except matters involving appointment, promotion, or assignment or matters within the exclusive province of the State Department of Personnel may be appealed to arbitration (only by the Union). The Union must file the request for arbitration within thirty (30) working days after the receipt of the Step 3 decision.
- (2) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the State Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- (3) Where the grievance involved an alleged violation of individual rights specified in State Department of Personnel Law and Rules for which a specific appeal to the State Department of Personnel is available, the individual may present his/her complaint to the State Department of Personnel directly. The grievant may pursue the State Department of Personnel procedure or the Grievance Procedure as herein provided.

Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time.

- c. Should the Union wish to move a grievance to arbitration, the Union shall notify the American Arbitration Association or the Public Employment Relations Commission of same and request a list of arbitrators to be furnished to the Board and Union. Selection of an arbitrator shall conform to the procedures of the American Arbitration Association or the Public Employment Relations Commission, respectively. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- d. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the State Department of Personnel. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.
- e. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/She shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.

- f. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- g. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- h. The arbitrator may prescribe an appropriate back-pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Board of Social Services' authority.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

- i. The decision or award of the arbitrator shall be final and binding on the Board of Social Services, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement. Disciplinary disputes shall be subject to the Grievance Procedure herein set forth except that arbitration, if selected, shall be advisory except as may be permitted by law.
  - j. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.
- E. There shall be no loss of pay for employee for time spent either as a grievant, witness, one Union Representative, Union Recorder, or Union Observer in any step of the Grievance Procedure. An individual Union Observer is limited to observe each step of the Grievance Procedure one time only.
- F. Employee grievances shall be presented on prepared forms. The Grievance Procedure, as defined herein, shall be strictly adhered to. Time limits may be waived only by

mutual consent of the parties. It is understood that employees must sign their individual grievances.

- G. Grievance resolutions or decisions at Step 1 through Step 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.
- H. One (1) Union member, designated by the Union, shall be allowed a maximum of one (1) hour during working hours to investigate each grievance.

ARTICLE XIII

UNION RIGHTS

- A. The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union dues. Dues shall be two (2) hours' pay per month, based on a 40 hour work week, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. The Board will supply to each employee, upon request, a statement of the amount of Union dues paid during the preceding year.
- B. The Board further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee equal to 85% of the Union dues, as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of date of rehire.
- C. Deduction of Union dues and representation fees made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, D.C. 20006, by the tenth (10th) day of the month following the calendar month in which said deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President.

- D. The Board agrees to provide payroll deductions for the CWA Savings and Retirement Trust, the amount to be deducted as per employee's request on a written authorization form provided by the Union to the Board, effective on or about January 1, 1981. Subsequent cancellation of such deduction by the employee must be reflected on a written form provided by the Union to the Board.
- E. 1. The Union shall have a permanent spot on the public agenda of the regularly scheduled meetings of the Board, at which time a Union representative may address the Board as to any issue relating to Board operations.
2. The Union shall be permitted to have one (1) member attend the public session of the monthly Board meetings. Said member shall incur no loss of pay for time so spent.
3. Union representatives (not to exceed three (3) individuals) shall have the right to speak at public sessions of the Board. A request for an allocation of time on the agenda will be processed in advance and consistent with the procedures of the Board. The Union will be permitted to speak on an issue raised by the Board but not on the agenda. The Union may raise an issue of an emergent nature, provided it occurs subsequent to the time allowed for submission for placement on the agenda. In such an event, the Union shall be permitted to identify the issue, which the Board shall receive as introduced and either accept as current business or consider for future action.
- F. The Board agrees to grant twenty-four (24) months leave of absence without pay in each calendar year to be taken by no more than two (2) persons, not from the same department, at any one (1) time, in segments of no less than three (3) months. The Union must notify the Board thirty (30) days in advance, in writing, of the time that the leave is to be effective. Any employee granted this leave is required to pay the entire cost of continuing their employee benefits while on said leave without pay.

- G. Union members, to be designated by the Union, shall be granted forty (40) days per calendar year with full pay to attend any Union conference or convention which must be attended by a Union member during working hours. The Union shall request, in writing, these days at least one (1) week in advance of the conference or convention. In emergent situations, the Board shall consider exceptions to requesting these days one (1) week in advance. A maximum of six (6) unused days may be carried into the succeeding calendar year only.
- H. Union Stewards and officers will be granted an aggregate of seventy-five (75) unpaid days per calendar year to attend to Union business. The Union shall submit written request for these days at least one (1) week in advance. In emergent situations, the Board shall consider exceptions to the one (1) week advance request for use of this time. A maximum of seven (7) unused days may be carried into the succeeding calendar year only.
- I. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of any of the above deductions.
- J. The total Union time contained in Article XIII of either the Supervisory or Non-supervisory Agreements shall be shared between the Supervisory and Non-supervisory units and shall be allocated at the Union's discretion.



**ARTICLE XIV**  
**FAIR PRACTICES**

- A. The Union agrees to continue to admit employees covered by this Contract to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age, armed forces obligations, sexual preference, political or religious opinions or affiliations or physical handicaps.
- B. The Board agrees to continue its policy of not discriminating against any employee covered by this Contract on the basis of race, creed, color, national origin, sex, marital status, age, armed forces obligations, sexual preference, political or religious opinions or affiliations or physical handicaps or participation in Union activities.
- C. Unless otherwise provided in this Agreement or by all applicable regulations, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to the effective date of this Agreement.

**ARTICLE XV**  
**EDUCATION AND TRAINING**

The purpose of public assistance staff development is to enable the Middlesex County Board of Social Services to achieve its operating goals effectively and efficiently. The quality and extent of service the Board is able to provide is dependent on the competence and skill of the staff charged with delivering these services. Therefore, increasing the competence of staff in order to assure the highest quality of public assistance programs is a continuing objective.

To fulfill the above objective, the Board is committed to:

1. Maintaining staff development and training personnel;
2. Educational Leave Committee which shall contain at least one member of the Union who shall be selected by the Union;
3. Components including initial in-service training, programmatic in-service training, management and supervisory training, career/professional development, and academic, degree-oriented and other long-term educational programs;
4. All training conferences pertaining specifically to the Board shall be posted on bulletin boards and notices will be sent to unit supervisors by the Training Department;
5. The Board will attempt to secure information on as many in-service training courses and/or seminars by March 1st of each calendar year. As many as are known by March 1st will be published by March 15th in a booklet form for all employees to review. Additional courses/seminars will be posted as they become known and distributed in a reasonable manner.

6. Expenses incurred by employees who attend special conferences and seminars approved by the Board shall be paid in accordance with the Agency Personnel Manual. Travel costs and necessary fees, as approved, will be paid for attendance at approved conferences. For any approved conferences wherein a payment for meals is reimbursable, the payment shall be up to a maximum of: Breakfast - \$5.00; Lunch - \$6.50; Dinner - \$13.50;
7. Twenty (20) aggregate days with pay shall be granted by the Board for employees to attend approved Welfare Conferences. For Welfare Conference attendance, the Agency Personnel Manual and past practice shall prevail;
8. In July of each year, the Board will conduct a written survey of all employees in an attempt to determine training needs and interests of the staff.

## ARTICLE XVI

### JURY PAY

- A. When an employee covered by this Contract serves as a juror, said employee shall receive full pay less jury pay. When an employee is notified to serve as a juror, he/she should present the official notice to his/her supervisor as soon as possible, but no later than fourteen (14) days in advance of the scheduled date to appear in court. If the employee fails to notify the Board as indicated, the employee could only be entitled to jury pay.

ARTICLE XVII

LONGEVITY

A. Longevity pay will be granted by the Board in accordance with the County Plan, as promulgated by the Board of Chosen Freeholders of Middlesex County, which is as follows:

1. All eligible employees shall be entitled to receive Longevity which will be based upon their salary (maximum base \$24,000) as of December 31st of the previous year, starting with the completion of the 8th year of service, i.e.

9 through 15 years of service = 2%

16 through 20 years of service = 4%

21 years and over = 6%

B. If the Board of Chosen Freeholders make a change in its Longevity Plan which would allow for any increase or upgrade of the plan herein specified, the Board of Social Services agrees to implement said change as of its effective date.

## ARTICLE XVIII

### SALARIES

A. Employees covered by this Agreement shall be compensated in accordance with the following:

1. Effective July 1, 1988. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule effective January 1, 1988 to the Compensation Schedule effective July 1, 1988 found in Appendix A of this Agreement, which reflects approximately a six (6%) percent increase over the Compensation Schedule effective January 1, 1988.
2. Effective July 1, 1989. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 1988 to the Compensation Schedule effective July 1, 1989 found in Appendix A of this Agreement, which reflects approximately a five and one-quarter (5.25%) percent increase over the Compensation Schedule effective July 1, 1988.
3. Effective July 1, 1990. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 1989 to the Compensation Schedule effective July 1, 1990 found in Appendix A of this Agreement, which reflects approximately a five (5%) percent increase over the Compensation Schedule effective July 1, 1989.
4. a. Effective January 1, 1991. All titles which as of December 31, 1990 were on range 10 or under will receive a one (1) range increase, which will be implemented by moving each employee step-to-step up one (1) range on the Compensation Schedule effective July 1, 1990 found in Appendix A of this Agreement.

- b. In addition, effective January 1, 1991, a new range shall be added to the Compensation Schedule to be known as 19A, which shall reflect salary levels halfway between ranges 19 and 20.
  - c. Effective January 1, 1991, all titles which as of December 31, 1990 were on range 19 will be moved to the newly created range 19A. All employees in such titles will on January 1, 1991 move to the new range 19A on a step-to-step basis.
- B. All employees serving in positions covered by this Agreement classified by the State Department of Personnel with a bilingual Spanish/English variant shall receive a \$500 annual salary differential, which will be paid in bi-weekly installments in addition to their base salaries.
- C. Employees not at the maximum of their salary range shall be entitled to a merit increment on the anniversary date, provided they have satisfactorily completed at least one (1) year of continuous service.
- 1. Employees shall be entitled to a merit increment on a quarterly basis as follows:
    - a. Employees hired on January 3 through April 1 shall receive an increment on April 1st of the following year.
    - b. Employees hired on April 2 through July 1 will receive an increment on July 1st of the following year.
    - c. Employees hired on July 2 through October 1 will receive an increment on October 1st of the following year.
    - d. Employees hired on October 2 through December 31 will receive an increment on January 1st of the second year following date of hire. Those hired on January 1 and January 2 will receive their increment on January 1st of the following year.
  - 2. Anniversary dates once established by the date of hire will not change as a result of promotion. Anniversary dates which changed as a result of promotion prior to the effective date of this Contract will remain as previously changed.

D. The Board agrees to provide uniforms to employees in the titles Home Service Aide; Senior Home Service Aide; Building Maintenance Worker; Building Service Worker; Senior Building Maintenance Worker; and Senior Building Service Worker, in a manner and method to be determined by the Board.

E. Hiring rates for all titles covered by this Contract shall be at Step 1 of the appropriate salary range, with the exception of the following titles whose hiring rates will be as indicated below:

Building Maintenance Worker - Step 3, Range 7  
(Range 8, 1/1/91)

Building Service Worker - Step 3, Range 7  
(Range 8, 1/1/91)

Clerk - Step 3, Range 6 (Range 7, 1/1/91)

F. 1. All employees in the titles Income Maintenance Technician and Income Maintenance Technician, Bilingual, shall be provisionally promoted to the position of Income Maintenance Worker or Income Maintenance Worker, Bilingual, effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status in the title Income Maintenance Technician or Income Maintenance Technician, Bilingual.

2. All employees in the titles Building Maintenance Worker and Building Service Worker shall be provisionally promoted to the position of Senior Building Maintenance Worker or Senior Building Service Worker effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status in the title Building Maintenance Worker or Building Service Worker.

3. All employees in the titles Clerk and Clerk, Bilingual Spanish/English shall be provisionally promoted to the positions of Senior Clerk or Senior Clerk, Bilingual



Spanish/English effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status in the title Clerk or Clerk, Bilingual Spanish/English.

- G. Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one (1) increment of the present salary range (5% of the base of the range) plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.
- H. Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one (1) increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. Another acceptable procedure would be to reconstruct the employee's salary on the basis of the employee's previous employment record.
- I. If any person previously employed by the Board is rehired by the Board, returning to the same or related position, the Board shall give special salary consideration to this person.

**ARTICLE XIX**  
**EFFECTIVE LAWS**

- A. All provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall effect only that particular provision which shall be deemed of no force or effect, but it shall not affect the remaining provisions of this Agreement.

**ARTICLE XX**  
**MANAGEMENT RIGHTS**

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.
- B. The Board retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.
- C. All such rights, powers, authority and prerogatives of management possessed by the Board are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.
- D. The Board retains its responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this Agreement.
- E. No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation of any professional advantage or any adverse evaluation of his/her professional services without just cause. In non-disciplinary situations, no employee shall be evaluated adversely or deprived of a professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

**ARTICLE XXI**  
**HEALTH AND SAFETY COMMITTEE**

- A. The Board agrees to the formation of a permanent Health and Safety Committee to be comprised of eight (8) persons. Of the eight, four (4) shall be selected by the Union and will include one (1) Union person from each office, plus the Union President to represent the employees and four (4) shall be selected by the Board to represent the Board. The Committee's responsibilities will include monitoring temperature levels within the physical plant, recommending improvements in the physical plant, developing itself as a resource body in relation to applicable laws and regulations, investigating complaints relating to health and safety matters and documenting same. The existence of the Committee and the names of the Committee members will be posted conspicuously and updated when necessary.
- B. 1. The Board agrees to provide a healthful and safe working environment.
2. Violations of lease provisions will be vigorously pursued and diligent corrective action will be taken by the Board to assure compliance. When a health and safety violation occurs that involves corrective action by the landlord, the Board will notify the landlord of the problem within one working day of its occurrence. The Union will receive a copy of the notification. When the landlord responds, the Union will be notified within 24 hours with a description of the proposed corrective action and when the action will be taken.
- C. The Board shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. In the event the Board, in its sole discretion, shall deem it hazardous or unhealthful for employees to occupy all

or any portion of premises maintained by the Board, the Board in such instance shall not require employees to continue to work in such hazardous or unhealthful area until the Board, in its sole discretion, deems the condition corrected or abated. The Board agrees to act in a reasonable and prudent manner in carrying out the intent of this paragraph.

- D. Employees will not be expected to operate Board vehicles in an unsafe condition. Any such condition shall be reported immediately to the employee's immediate supervisor for appropriate action. This shall not be construed as relieving the employee of his/her obligation to report to work in a timely fashion.
- E. The Board shall arrange for a testing of air quality in all offices occupied by the Board once per year, during the months of June to September, by the Middlesex County Department of Health and shall provide the Union with copies of the results of such tests. A union member of the Health and Safety Committee may accompany the persons making such tests. Should the Union desire additional testing, same shall be permitted at the sole expense of the Union upon reasonable notice to Management provided that such testing shall not interfere with the orderly conduct of the Board's business. Additionally, Management will provide the Union with a list of the products used for cleaning, exterminating and for the reproductive equipment.
- F. The Union has the right to bring up a matter of health and safety at the Board meeting and, if same is brought before the Board, the Board will consider the issue and respond within five (5) working days.

**ARTICLE XXII**  
**RESPONSIBLE RELATIONS**

- A. The Board and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect.
- B. To insure that this relationship continues and improves, the Board and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.
- C. Both parties shall bring to the attention of all employees in the unit, including new employees, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

APPENDIX A

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES  
CLASSIFICATION & COMPENSATION SCHEDULE FOR  
CWA LOCAL 1082 CONTRACT  
EFFECTIVE 7/1/88**

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<u>Title</u>	<u>Salary Range</u>	
	<u>Eff. 7/1/88</u>	<u>Eff. 1/1/91</u>
Account Clerk	08	09
Account Clerk (Typing)	08	09
Building Maintenance Worker	07	08
Building Service Worker	07	08
Child Support Specialist	19	19A
Child Support Specialist, Bilingual Spanish/English	19	19A
Child Support Worker	16	16
Child Support Worker, Bilingual Spanish/English	16	16
Clerk	06	07
Clerk, Bilingual Spanish/English	06	07
Clerk Bookkeeper	08	09
Clerk Bookkeeper, Typing	08	09
Clerk Stenographer	09	10
Clerk Stenographer, Bilingual Spanish/English	09	10
Clerk Transcriber	09	10
Clerk Typist	08	09
Clerk Typist, Bilingual Spanish/English	08	09
Clerk Typist and interpreter, Bilingual Spanish/English	09	10
Data Entry Machine Operator (Variants)	10	11
Employment Specialist	19	19A
Health Aide	11	11
Health Aide, Bilingual Spanish/English	11	11
Home Service Aide	09	10
Home Service Aide, Bilingual Spanish/English	09	10
Income Maintenance Aide	08	09
Income Maintenance Aide, Bilingual Spanish/English	08	09
Income Maintenance Specialist	19	19A
Income Maintenance Specialist, Bilingual Spanish/English	19	19A
Income Maintenance Technician	14	14
Income Maintenance Technician, Bilingual Spanish/English	14	14
Income Maintenance Worker	16	16
Income Maintenance Worker, Bilingual Spanish/English	16	16
Interpreter, Bilingual Spanish/English	07	08
Investigator, County Welfare Agency	19	19A
Investigator, County Welfare Agency, Bilingual Spanish/English	19	19A
Messenger	09	10
Messenger, Bilingual Spanish/English	09	10





**APPENDIX A  
CLASSIFICATION & COMPENSATION SCHEDULE  
CWA LOCAL 1082 CONTRACT  
EFFECTIVE 7/1/88**

**Page 2**

<u>Title</u>	<u>Salary Range</u>	
	<u>Eff. 7/1/88</u>	<u>Eff. 1/1/91</u>
Office Appliance Operator	08	09
Personnel Aide	14A	14A
Principal Account Clerk	14A	14A
Principal Account Clerk, Typing	14A	14A
Principal Clerk	13A	13A
Principal Clerk-Bookkeeper	14A	14A
Principal Clerk-Stenographer	15	15
Principal Clerk-Transcriber	14A	14A
Principal Clerk-Typist	14A	14A
Principal Data Entry Machine Operator	15	15
Principal Home Service Aide	13A	13A
Principal Home Service Aide, Bilingual Spanish/English	13A	13A
Principal Office Appliance Operator	13A	13A
Receptionist	08	09
Receptionist (Typing)	08	09
Receptionist & Interpreter, Bilingual Spanish/English	08	09
Rent & Housing Coordinator, Welfare	19	19A
Rent & Housing Coordinator, Welfare, Bilingual Spanish/English	19	19A
Secretarial Assistant, Typing	17	17
Senior Account Clerk	11	11
Senior Account Clerk Typing	11	11
Senior Building Maintenance Worker	10	11
Senior Building Service Worker	10	11
Senior Clerk	10	11
Senior Clerk, Bilingual Spanish/English	10	11
Senior Clerk-Bookkeeper	11	11
Senior Clerk-Stenographer	11	11
Senior Clerk Stenographer, Bilingual Spanish/English	11	11
Senior Clerk Transcriber	11	11
Senior Clerk Typist	11	11
Senior Clerk Typist, Bilingual Spanish/English	11	11
Senior Data Entry Machine Operator (Variants)	11	11
Senior Home Service Aide	11	11
Senior Home Service Aide, Bilingual Spanish/English	11	11
Senior Office Appliance Operator	10	11
Senior Receptionist (Variants)	11	11
Senior Rent & Housing Coordinator, Welfare	21	21
Senior Stock Clerk	12	12
Senior Telephone Operator	11	11
Senior Telephone Operator, Bilingual Spanish/English	11	11
Social Service Aide	08	09
Social Service Aide, Bilingual Spanish/English	08	09



APPENDIX A  
 CLASSIFICATION & COMPENSATION SCHEDULE  
 CWA LOCAL 1082  
 EFFECTIVE 7/1/88

Page 3

<u>Title</u>	<u>Salary Range</u>	
	<u>Eff. 7/1/88</u>	<u>Eff. 1/1/91</u>
Social Service Technician	13A	13A
Social Service Technician, Bilingual Spanish/English	13A	13A
Social Worker	19	19A
Social Worker, Bilingual Spanish/English	19	19A
Social Work Specialist	21	21
Social Work Specialist, Bilingual Spanish/English	21	21
Stock Clerk	08	09
Telephone Operator	09	10
Telephone Operator, Bilingual Spanish/English	09	10
Telephone Operator Receptionist	09	10
Training Technician	19	19A



MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES — SCHEDULE of CWA SALARIES — EFFECTIVE JULY 1, 1988

STP	1	2	3	4	5	6	7	8	9	10	11	12
RNG												
1	9,870	10,346	10,822	11,299	11,774	12,250	12,726	13,202	13,679	14,155	14,631	15,125
2	10,346	10,846	11,345	11,846	12,346	12,846	13,345	13,846	14,346	14,845	15,346	15,863
3	10,846	11,371	11,895	12,421	12,946	13,470	13,995	14,521	15,046	15,570	16,096	16,638
4	11,371	11,922	12,473	13,024	13,575	14,127	14,678	15,229	15,780	16,331	16,884	17,452
5	11,922	12,501	13,079	13,658	14,237	14,816	15,394	15,973	16,553	17,132	17,710	18,306
6	12,501	13,109	13,716	14,324	14,932	15,540	16,147	16,755	17,363	17,970	18,579	19,203
7	13,109	13,747	14,385	15,023	15,662	16,300	16,938	17,576	18,214	18,852	19,490	20,145
8	13,747	14,417	15,087	15,757	16,427	17,097	17,767	18,437	19,107	19,777	20,447	21,134
9	14,417	15,120	15,824	16,528	17,231	17,934	18,638	19,342	20,045	20,748	21,452	22,173
10	15,120	15,859	16,597	17,336	18,075	18,814	19,553	20,292	21,030	21,769	22,508	23,264
11	15,859	16,635	17,411	18,186	18,961	19,737	20,513	21,289	22,064	22,840	23,616	24,409
12	16,635	17,449	18,264	19,078	19,892	20,707	21,521	22,335	23,150	23,964	24,780	25,611
13	17,103	17,959	18,814	19,669	20,524	21,379	22,235	23,090	23,944	24,800	25,655	26,511
13A	17,449	18,304	19,160	20,015	20,869	21,725	22,580	23,436	24,291	25,145	26,001	26,873
14	17,959	18,856	19,754	20,652	21,550	22,449	23,347	24,244	25,142	26,040	26,938	27,836
14A	18,322	19,221	20,118	21,016	21,912	22,811	23,709	24,607	25,505	26,402	27,300	28,216
15	18,856	19,800	20,742	21,685	22,628	23,570	24,514	25,456	26,399	27,342	28,285	29,227
16	19,800	20,790	21,779	22,769	23,759	24,749	25,739	26,729	27,719	28,709	29,699	30,689
17	20,790	21,829	22,868	23,907	24,947	25,987	27,026	28,066	29,105	30,144	31,184	32,223
18	21,829	22,920	24,011	25,103	26,195	27,285	28,377	29,469	30,560	31,652	32,743	33,834
19	22,920	24,066	25,212	26,358	27,504	28,651	29,797	30,942	32,088	33,234	34,380	35,526
20	24,066	25,269	26,472	27,677	28,880	30,083	31,286	32,489	33,693	34,896	36,099	37,302
21	25,269	26,533	27,796	29,060	30,323	31,587	32,850	34,114	35,378	36,641	37,905	39,168
22	26,533	27,860	29,186	30,513	31,839	33,166	34,492	35,820	37,147	38,473	39,800	41,126
23	27,860	29,253	30,646	32,039	33,431	34,824	36,218	37,611	39,004	40,397	41,789	43,182



MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES — SCHEDULE of CWA SALARIES — EFFECTIVE JUL 1, 1989

STP	1	2	3	4	5	6	7	8	9	10	11	12
RNG												
1	10,388	10,889	11,390	11,892	12,392	12,893	13,394	13,885	14,397	14,888	15,399	15,919
2	10,889	11,415	11,941	12,468	12,994	13,520	14,046	14,573	15,099	15,624	16,152	16,688
3	11,415	11,968	12,519	13,073	13,626	14,177	14,730	15,283	15,836	16,387	16,941	17,511
4	11,968	12,548	13,128	13,708	14,288	14,869	15,449	16,029	16,606	17,188	17,770	18,368
5	12,548	13,157	13,766	14,375	14,984	15,594	16,202	16,812	17,422	18,031	18,640	19,267
6	13,157	13,797	14,436	15,076	15,716	16,356	16,995	17,635	18,275	18,919	19,554	20,211
7	13,797	14,469	15,140	15,812	16,484	17,156	17,827	18,499	19,170	19,842	20,513	21,203
8	14,469	15,174	15,879	16,584	17,289	17,995	18,700	19,405	20,110	20,815	21,520	22,244
9	15,174	15,914	16,655	17,396	18,138	18,878	19,616	20,357	21,097	21,837	22,578	23,337
10	15,914	16,682	17,468	18,246	19,024	19,802	20,580	21,357	22,134	22,912	23,690	24,485
11	16,682	17,508	18,325	19,141	19,956	20,773	21,590	22,407	23,222	24,039	24,856	25,690
12	17,508	18,365	19,223	20,080	20,936	21,794	22,651	23,508	24,365	25,222	26,081	26,956
13	18,001	18,902	19,802	20,702	21,602	22,501	23,402	24,302	25,201	26,102	27,002	27,903
13A	18,365	19,265	20,166	21,066	21,965	22,866	23,765	24,666	25,566	26,465	27,366	28,284
14	18,902	19,846	20,791	21,736	22,681	23,628	24,573	25,517	26,462	27,407	28,352	29,297
14A	19,284	20,230	21,174	22,119	23,062	24,009	24,954	25,899	26,844	27,788	28,733	29,697
15	19,846	20,840	21,831	22,823	23,816	24,807	25,801	26,792	27,785	28,777	29,770	30,761
16	20,840	21,881	22,922	23,964	25,008	26,048	27,090	28,132	29,174	30,216	31,258	32,300
17	21,881	22,975	24,069	25,162	26,257	27,351	28,445	29,539	30,633	31,727	32,821	33,915
18	22,975	24,123	25,272	26,421	27,570	28,717	29,887	31,016	32,164	33,314	34,462	35,610
19	24,123	25,329	26,536	27,742	28,948	30,155	31,361	32,566	33,773	34,979	36,185	37,391
20	25,329	26,596	27,862	29,130	30,396	31,662	32,929	34,195	35,462	36,728	37,994	39,260
21	26,596	27,926	29,255	30,586	31,915	33,245	34,575	35,905	37,235	38,565	39,895	41,224
22	27,926	29,323	30,718	32,115	33,511	34,907	36,303	37,701	39,097	40,493	41,890	43,285
23	29,323	30,789	32,255	33,721	35,186	36,652	38,119	39,586	41,052	42,518	43,983	45,449





MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES — SCHEDULE of CWA SALARIES — EFFECTIVE JUL 1, 1990

STP	1	2	3	4	5	6	7	8	9	10	11	12
RNG												
1	10,907	11,433	11,960	12,487	13,012	13,538	14,064	14,580	15,117	15,643	16,188	16,715
2	11,433	11,986	12,538	13,091	13,644	14,196	14,748	15,302	15,854	16,405	16,960	17,531
3	11,986	12,566	13,145	13,727	14,307	14,886	15,467	16,047	16,628	17,206	17,788	18,387
4	12,566	13,175	13,784	14,393	15,002	15,612	16,221	16,830	17,438	18,047	18,659	19,286
5	13,175	13,815	14,454	15,094	15,733	16,374	17,012	17,653	18,293	18,933	19,572	20,230
6	13,815	14,487	15,158	15,830	16,502	17,174	17,845	18,517	19,189	19,859	20,532	21,222
7	14,487	15,182	15,897	16,603	17,308	18,014	18,718	19,424	20,129	20,834	21,539	22,263
8	15,192	15,933	16,673	17,413	18,153	18,895	19,635	20,375	21,118	21,858	22,596	23,356
8	15,933	16,710	17,488	18,266	19,043	19,820	20,597	21,375	22,152	22,929	23,707	24,504
10	16,710	17,527	18,341	19,158	19,975	20,792	21,608	22,425	23,241	24,058	24,875	25,709
11	17,527	18,383	19,241	20,098	20,954	21,812	22,670	23,527	24,383	25,241	26,099	26,975
12	18,383	19,283	20,184	21,084	21,983	22,884	23,784	24,683	25,583	26,483	27,385	28,304
13	18,901	18,847	20,792	21,737	22,682	23,626	24,572	25,517	26,461	27,407	28,352	29,298
13A	19,283	20,228	21,174	22,119	23,063	24,009	24,953	25,899	26,844	27,788	28,734	29,698
14	19,847	20,838	21,831	22,823	23,815	24,809	25,802	26,793	27,785	28,777	29,770	30,762
14A	20,248	21,242	22,233	23,225	24,215	25,209	26,202	27,194	28,186	29,177	30,170	31,182
15	20,838	21,882	22,923	23,964	25,007	26,047	27,091	28,132	29,174	30,218	31,259	32,299
16	21,882	22,975	24,068	25,162	26,256	27,350	28,445	29,539	30,633	31,727	32,821	33,915
17	22,875	24,124	25,272	26,420	27,570	28,718	29,867	31,016	32,165	33,313	34,462	35,611
18	24,124	25,329	26,536	27,742	28,948	30,153	31,360	32,567	33,772	34,980	36,185	37,391
19	25,329	26,595	27,863	29,129	30,395	31,663	32,929	34,194	35,462	36,728	37,994	39,261
20	26,595	27,926	29,255	30,587	31,916	33,245	34,575	35,905	37,235	38,564	39,894	41,223
21	27,926	29,322	30,718	32,115	33,511	34,907	36,304	37,700	39,097	40,493	41,890	43,285
22	29,322	30,789	32,254	33,721	35,187	36,652	38,118	39,586	41,052	42,518	43,985	45,449
23	30,789	32,328	33,868	35,407	36,945	38,485	40,025	41,565	43,105	44,644	46,182	47,721



MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES — SCHEDULE of CWA SALARIES — EFFECTIVE JAN 1, 1991

STP	1	2	3	4	5	6	7	8	9	10	11	12
RNG												
1	10,907	11,433	11,960	12,487	13,012	13,538	14,064	14,590	15,117	15,643	16,169	16,715
2	11,433	11,960	12,487	13,012	13,538	14,064	14,590	15,117	15,643	16,169	16,715	17,261
3	11,960	12,487	13,012	13,538	14,064	14,590	15,117	15,643	16,169	16,715	17,261	17,807
4	12,487	13,012	13,538	14,064	14,590	15,117	15,643	16,169	16,715	17,261	17,807	18,353
5	13,012	13,538	14,064	14,590	15,117	15,643	16,169	16,715	17,261	17,807	18,353	18,900
6	13,538	14,064	14,590	15,117	15,643	16,169	16,715	17,261	17,807	18,353	18,900	19,447
7	14,064	14,590	15,117	15,643	16,169	16,715	17,261	17,807	18,353	18,900	19,447	19,994
8	14,590	15,117	15,643	16,169	16,715	17,261	17,807	18,353	18,900	19,447	19,994	20,541
9	15,117	15,643	16,169	16,715	17,261	17,807	18,353	18,900	19,447	19,994	20,541	21,088
10	15,643	16,169	16,715	17,261	17,807	18,353	18,900	19,447	19,994	20,541	21,088	21,635
11	16,169	16,715	17,261	17,807	18,353	18,900	19,447	19,994	20,541	21,088	21,635	22,182
12	16,715	17,261	17,807	18,353	18,900	19,447	19,994	20,541	21,088	21,635	22,182	22,729
13	17,261	17,807	18,353	18,900	19,447	19,994	20,541	21,088	21,635	22,182	22,729	23,276
13A	17,807	18,353	18,900	19,447	19,994	20,541	21,088	21,635	22,182	22,729	23,276	23,823
14	18,353	18,900	19,447	19,994	20,541	21,088	21,635	22,182	22,729	23,276	23,823	24,370
14A	18,900	19,447	19,994	20,541	21,088	21,635	22,182	22,729	23,276	23,823	24,370	24,917
15	19,447	19,994	20,541	21,088	21,635	22,182	22,729	23,276	23,823	24,370	24,917	25,464
16	19,994	20,541	21,088	21,635	22,182	22,729	23,276	23,823	24,370	24,917	25,464	26,011
17	20,541	21,088	21,635	22,182	22,729	23,276	23,823	24,370	24,917	25,464	26,011	26,558
18	21,088	21,635	22,182	22,729	23,276	23,823	24,370	24,917	25,464	26,011	26,558	27,105
19	21,635	22,182	22,729	23,276	23,823	24,370	24,917	25,464	26,011	26,558	27,105	27,652
19A	22,182	22,729	23,276	23,823	24,370	24,917	25,464	26,011	26,558	27,105	27,652	28,199
20	22,729	23,276	23,823	24,370	24,917	25,464	26,011	26,558	27,105	27,652	28,199	28,746
21	23,276	23,823	24,370	24,917	25,464	26,011	26,558	27,105	27,652	28,199	28,746	29,293
22	23,823	24,370	24,917	25,464	26,011	26,558	27,105	27,652	28,199	28,746	29,293	29,840
23	24,370	24,917	25,464	26,011	26,558	27,105	27,652	28,199	28,746	29,293	29,840	30,387



**APPENDIX B**  
**HEALTH & SAFETY**

Notwithstanding the provisions of Article XXI of both the Supervisory and Non-Supervisory Contracts, there shall be only one (1) Health and Safety Committee. The Union shall have the right to appoint up to four (4) members of the Committee. These members may come from either the Supervisory or Non-Supervisory unit, or both. In no instance shall the aggregate exceed four (4) members.

SEP 13 3 13 PM '91

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